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Title: **Wheatland-Chili Central School District and Wheatland-Chili Central School Non-Instructional Unit, Wheatland-Chili Federation of Teachers, Bus Drivers, Custodian, and Cafeteria Workers (WCFT-BDCCW), New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO (2004)**

Employer Name: **Wheatland-Chili Central School District**

Union: **Wheatland-Chili Central School Non-Instructional Unit, Wheatland-Chili Federation of Teachers, Bus Drivers, Custodian, and Cafeteria Workers (WCFT-BDCCW), New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

Local:

Effective Date: **07/01/2004**

Expiration Date: **06/30/2007**

PERB ID Number: **6516**

Unit Size: **30**

Number of Pages: **22**

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Agreement

between

Wheatland-Chili Federation of Teachers
Bus Driver, Custodian, Cafeteria Workers Unit

and

Wheatland-Chili Central School District

July 1, 2004 to June 30, 2007

SECTION I - RECOGNITION

WHEREAS, a request for recognition has been received from an employee organization, and

WHEREAS, dues deduction authorizations for the current school year are on file and in effect from employees of this organization; now and therefore be it

RESOLVED, that the Board of Education of the Wheatland-Chili Central School District extends exclusive recognition to: the Wheatland-Chili Federation of Teachers representing the employee unit composed of bus drivers, custodians and cafeteria workers of the district, contingent upon receipt of the "no strike" pledge from the Association within ten(10) days of the date of this resolution.

Recognition. Pursuant to section two hundred six and two hundred seven of the Public Employees' Fair Employment Law, Article 14 of Civil Service Law, the Board of Education of the Wheatland-Chili Central School District hereby recognizes the Wheatland-Chili Federation of Teachers, Bus Drivers, Custodian, and Cafeteria Workers Unit as the exclusive bargaining agent for a unit that shall be composed of bus drivers, custodial, and cafeteria employees EXCEPT Supervisor of Transportation, Maintenance and Custodial Services; School Lunch Manager; summer employees; student employees; all employees in the Wheatland-Chili Paraprofessional and School Related Personnel bargaining unit; substitutes, and any other supervisory personnel included in the grievance procedure.

SECTION II - DUES DEDUCTION

- A. The employer shall deduct from the wages of employees who have signed the appropriate payroll deduction authorization card permitting such deduction and remit to the Wheatland-Chili Federation of Teachers, Scottsville, New York, regular membership dues, and other authorized deductions for those employees.
- B. Employees who, on and after April 12, 1989, have joined and become members of the Association and who subsequently drop that membership, will have the agency fee deducted as provided in the Taylor Law.
- C. The employer shall check off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the bargaining unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the employer. The employer shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Plan with a list of all employees from whose salaries such deductions have been made. Such list shall be furnished not more than once per school year. The association agrees to indemnify and hold the district completely harmless from any and all claims which may result from the implementation of these funds.

SECTION III - DEFINITIONS

- A. Full Year - Calendar year (52 weeks) and 6 or more hours per day.
- B. School Year - September through June and 6 or more hours per day.
- C. Part-time Employees - Less than 6 hours per day and daily assignments during the school year.

SECTION IV - EMPLOYEE BENEFITS

1. Sick Leave

- A. Full Time: Fifteen (15) days per year.
- B. School Year: Ten (10) days per year.
- C. Part-time: Ten (10) days per year.
- D. Additional leave may be granted at the discretion of the Board of Education.
- E. Regular hourly or school year employees moving to a higher job classification will have their accumulated sick days prorated according to their higher pay scale.
- F. Sick days not used in any school year shall be allowed to accumulate for use by the employee in any subsequent year - up to 187 days.
- G. A physician's verification of illness may be requested by the superintendent if a unit member's absence exceeds three(3) days.
- H. For a serious long term disability of more than three(3) months duration, the district will match the employee's accumulated sick leave as follows:
 - a. Calculate accumulated sick leave at the time of onset of disability.
 - b. An employee must first use his/her accumulated sick leave. Upon the expiration of the accumulated sick leave, the district shall provide an amount equal to the amount of accumulated sick leave at the time of the onset of disability.
 - c. The district grant of sick leave shall not extend the disability period beyond one (1) year.
 - d. The district shall have the right to require the employee to be examined by the school physician.
 - e. There shall be no interruption in the above salary payments during the period of disability.

2. Personal Business Days

- A. Up to (2) days shall be granted for the following specified reasons: Legal, Emergency, Religion, Medical, and Family.
- B. In addition to these two (2) days leave in paragraph A., one day shall be granted for unspecified personal reasons.
- C. Notification of desire to take a Personal Business Day(s) shall be given five(5) days in advance except in cases of emergency.
- D. Personal Business Day Forms shall be available at all work places.
- E. Unused personal days shall accumulate into the employee's sick leave balance at the end of the school year.
- G. Leave shall not be used for hunting or other recreational purposes.

3. A. Illness in Family

- a. Unit members shall be granted up to three days per year for serious illness in the immediate family (spouse, children, parents).

- b. Unit members may use up to fifteen (15) accumulated sick leave days for illness in the immediate family (spouse, children, parents). The use of the sick leave days for illness in the family shall be in addition to the days granted in (a) above.
- c. Additional days in excess of those provided in (a) and (b) above may be granted by the Board of Education.

B. Death in Family

Unit members shall be granted up to three(3) days for each occurrence of death in the immediate family. Immediate family shall be defined as spouse, children, parents, parents-in-law grandparents-in-law, son-in-law, daughter-in-law, grandparents, aunts, uncles, brothers, sisters, or anyone living in the same household.

4. Personal Leave of Absence

A leave of absence up to one(1) year, without pay, may be granted within the discretion of the Board to any employee who has been employed by the district for more than thirty (30) months. Seniority shall remain frozen during the term of the leave and there shall be no accumulation for the duration of the personal leave.

Personal Leave of Absences will not be granted for the primary purpose of employment outside the district.

Whenever possible, written notice will be given to the district two (2) weeks in advance for any Personal Leave of Absence. Whenever possible, written notice will be given to the district two (2) weeks prior to the return of any Personal Leave of Absence.

5. Jury Duty

Employees who are required to serve as jurors shall be paid the difference between the pay received for such jury service and their regular earnings, exclusive of any overtime. In order to qualify for any payment by the school, employees must work at their assigned jobs on any scheduled work day or days during the therein referred to jury duty period that they are not required to report for duty.

6. Paid Holidays

A. Full Year Employees: (13)

No. of Holidays - 12 Months

1	Independence Day
2	Labor Day
3	Columbus Day
4	Veterans' Day
5	Thanksgiving Day
6	Day after Thanksgiving
7	December 25
8	December 26
9	New Year's Day
10	Martin Luther King Jr. Day
11	President's Day
12	Good Friday
12	Memorial Day

B. School Year Employees: (9)

No. of Holidays - 10 Months

1	Columbus Day
2	Thanksgiving Day
3	Day after Thanksgiving
4	December 25
5	New Year's Day
6	Martin Luther King Jr. Day
7	President's Day
8	Good Friday
9	Memorial Day

C. Part-time Employees: (7)

No. of Holidays - 10 Months

1	Columbus Day
2	Thanksgiving Day
3	December 25
4	New Year's Day
5	Martin Luther King Jr. Day
6	Good Friday
7	Memorial Day

The actual date of each holiday will be determined by the district and be consistent with the school calendar for the relevant year.

7. Paid Vacations

- A. Full year employees only. Previous experience credit in determining eligibility for vacation shall include full year and school year employment (prorated) only. Vacation schedules must be mutually agreed to with the superintendent of schools.

after 6 months through 11 months	- 1 week
after 1 year through 5 years	- 2 weeks
after 6 years	- 2 weeks plus one day
after 7 years	- 2 weeks plus two days
after 8 years through 10 years	- 3 weeks
after 11 years	- 3 weeks plus one day
after 12 years	- 3 weeks plus two days
after 13 years	- 3 weeks plus three days
after 14 years	- 3 weeks plus four days
after 15 years	- 4 weeks
after 20 years	- 4 weeks plus two days

- B. Any regularly employed part-time unit members working a minimum of 20 hours per week on a 52-week schedule will receive vacation benefits equal to one-half the amount normally granted to a full-time employee.
- C. Total accumulation of vacation leave shall not exceed 20 days by June 30.
- E. Unit members who have been employed prior to July 1 of each year will be given the option to sell up to five (5) days of accumulated vacation leave per year at the existing pay rate. Unit members who wish to convert the days must notify the district between May 15 and June 1 that they desire such conversion. Payment shall be made no later than June 30.
- G. Unit members shall receive a notice from the district by October of each year stating the number of accumulated sick days and vacation days.

8. Military Leave

Military leave shall be granted to any unit member as provided by New York State and Federal military law.

9. Childbearing and Child Rearing Leave

A. Childbearing Leave

As soon as practicable after diagnosis of a pregnancy by a unit member's doctor, or no later than six months after pregnancy, the unit member will notify the superintendent of the expected date of onset of the period of disability due to pregnancy. At a date, determined by the unit member and her attending physician, the unit member may apply for and will receive a leave of absence due to disability by reason of pregnancy. Such disability leave will continue until the disability is terminated. Unit members may elect to use all, part, or none of their accumulated sick days while on childbearing leave. If the unit member elects to use all or part of her accumulated sick days, she must so request in writing to the superintendent prior to the start of the childbearing leave. The onset and termination date of this disability shall be determined by the unit member and her doctor. The unit member shall provide to the district the date indicated by her doctor when she can anticipate returning to her job responsibilities. Every effort will be made to give as much advance notice as possible of the return date.

B. Child Rearing Leave

A unit member shall apply for and will receive an unpaid leave of absence for the purpose of child rearing for a period of time not to exceed two years. In the case of a birth of a child to a woman unit member, this leave for that unit member will commence: (a) with the termination of disability leave under paragraph 1 of this section, (b) with the date of adoption of a child.

A unit member will return from this leave with all rights, privileges, and benefits to which that unit member was entitled at the onset of such leave.

10. Return from Absence

Whenever possible, employees returning from any authorized absence must notify their immediate supervisor two(2) weeks in advance of when they intend to return. Failure to notify may result in loss of pay and being sent home should the employee unexpectedly return to work when another person has been called in as a replacement.

SECTION V - INSURANCE AND RETIREMENT

1. Health Insurance Plan

A. Coverage

- a. A comprehensive health insurance program including Blue Cross/Blue Shield and Blue Million Major Medical with full outpatient rider and prescription drug rider will be offered to all full year and school year employees.
- b. The coverage described in (a) above shall be provided through the Rochester Area School Health Plan (RASH).
- c. In lieu of the aforementioned comprehensive health insurance program, unit members may elect to participate in the Blue Point 2 Extended or Blue Point 2 Select plans offered through RASHP.

B. Eligibility

- a. Bus drivers, who drive two or more assignments per day, shall be considered full-time employees for the purpose of health insurance and be eligible for coverage.
- b. All other unit members that are regularly employed twenty(20) or more hours per week may apply for eligibility on the basis that they are ineligible for coverage in any other group plan, including group plans available to them through other members of their family. Regularly employed unit members working more than twenty(20) but less than thirty(30) hours per week will be pro-rated.

C. District Contribution

2004-05:

For employees hired before July 1, 1997, the district shall pay 70% of the BC/BS/BM Plan, or 70% of Blue Point 2 Extended Plan, or 100% of the Blue Point 2 Select Plan. For employees hired after July 1, 1997, and for those employees not enrolled in the district health insurance plan of July 1, 1997, the district will pay 100% of Blue Point 2 Select Plan. For any other plan chosen, the district will contribute up to the amount of the Blue Point 2 Select Plan.

2005-06

For employees hired before July 1, 1997, the district shall pay 70% of the BC/BS/BM Plan, or 70% of Blue Point 2 Extended Plan, or 95% of the Blue Point 2 Select Plan. For employees hired after July 1, 1997, and for those employees not enrolled in the district health insurance plan of July 1, 1997, the district will pay 95% Blue Point 2 Select Plan. For any other plan chosen, the district will contribute up to the amount of the Blue Point 2 Select Plan.

2006-07

For employees hired before July 1, 1997, the district shall pay 70% of the BC/BS/BM Plan, or 70% of Blue Point 2 Extended Plan, or 95% of the Blue Point 2 Select Plan. For employees hired after July 1, 1997, and for those employees not enrolled in the district health insurance plan of July 1, 1997, the district will pay 95% Blue Point 2 Select Plan. For any other plan chosen, the district will contribute up to the amount of the Blue Point 2 Select Plan.

D. Plan Administration

Claims information filed by a unit members shall be confidential. The district will not attempt to obtain personal identification or other information on claims except that which is currently provided by law.

E. Flexible Benefits

The District will establish a flexible benefit program, at the discretion of and funded by the unit member for allowable expenses and provided by the plan and approved by the IRS. The District will contribute unit member's plan as follows:

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Family and 2 Person	\$200	\$250	\$300
Single	\$150	\$200	\$250

For unit members who choose to participate in the flexible benefit plan, it will be the unit member's sole responsibility for obtaining, submitting all completed forms on an ongoing basis but not later than June 15th. The unit member acknowledges that the district will follow the provisions of the plan that specify that late forms will not be accepted and that unclaimed funds at the end of the plan year are forfeited.

F. Health Insurance Buy-Out

Effective January 1, 2002, eligible unit members who elect not to take health insurance from the District will receive an annual stipend of \$500 (\$250 in January and \$250 in September). In the event the unit member, due to unforeseen circumstances, must rejoin the district's health insurance plan, any stipend will be prorated accordingly. In order for this Section to be effective, at least one unit member must participate by opting out of health insurance. However, the following circumstances do not qualify for nonparticipation: resignations, temporary changes for leaves of absence, changes to single coverage, changes to another district employee's plan, or recent enrollments into plans.

The District will schedule meetings as necessary with the health plan providers for all unit members to explain the plans, comparison benefits and 125 plan.

2. Dental Insurance

The district agrees to provide a district sponsored dental expense reimbursement program to all unit members. The Unit president will be notified in advance of any change in the plan administrator. The schedule of benefits shall be that provided by the Blue Cross-Blue Shield Smile Save II Program, but with 70% of the Schedule of Allowances for preventive and diagnostic services and as provided for restoration services. The annual maximum per covered person shall be \$500.

The district shall pay 75% of the premium costs.

3. Retirement

- A. Full paid retirement for all eligible employees (1/60 Plan except arrears payment) including the unused sick leave, military service, and death benefit provisions is provided by the district.
- B. Any unit member who is employed no less than 6 hours per day and on a school year basis and retires from the district shall be paid a bonus of \$2,000. The retiree must be at least 55 years of age and have at least 20 years of district service. This bonus will not be used in conjunction with any other incentives.
- C. Unit members who are eligible to retire under the employees respective Employees Retirement System (ERS) retirement tiers, regardless of membership in ERS, and who retire with a minimum of 10 years of service will pay the same premium cost toward health insurance as an active unit member.

When the retiree is eligible for Medicaid or Medicare, the district will provide 100% Medicare Blue Choice benefit or its equivalent. For any other plan chosen, the district will contribute up to the amount the district contributes to the Blue Choice Senior Plan.

- D. Retirees who move outside of the Rochester Blue Cross/Blue Shield regional coverage area shall be entitled to district contribution toward health insurance purchased in their retirement locale in an amount not to exceed the highest dollar amount the district contributes for health insurance single/two person/family coverage, as applicable for active employees.

Such payments shall be made directly to the retiree on a quarterly basis.

Under no circumstances should this provision be interpreted to result in excess cash payments to a retiree if the out-of-coverage area amount is less than the district contributes. The district will not provide duplicate medical coverage when a retiree is covered under another medical insurance policy. When duplication ceases, the retiree would then be eligible.

- E. The district shall extend coverage to the spouse of a deceased retiree until remarriage, or becoming otherwise insured. The full cost of insurance premiums shall be borne by the spouse.

4. Life Insurance

All full-time unit members (defined by the insurance company as 30 or more hours per week) will be offered term insurance in the amount of \$20,000. The cost will be borne equally by the district and the employee.

SECTION VI - COMPENSATION

1. Unit members shall be paid in accordance with the following schedules:

2004-2005	4.0% increase in existing rate plus benchmark amounts
2005-2006	4.0% increase in existing rate plus benchmark amounts
2006-2007	4.0% increase in existing rate plus benchmark amounts

Longevity steps will be as follows:

<u>Longevity:</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
After 7 years	\$.64	\$.69	\$.75
After 10 years	.80	.86	.93
After 13 years	1.08	1.17	1.26

The following will represent the first step hiring rate for each recognized position for the duration of this Agreement:

<u>Maintenance Custodial Department</u>	<u>Step A</u>
Building Custodian	\$12.48
Assistant Custodian/Maintenance Workers	9.10
Cleaner	8.06
<u>Transportation Department</u>	
Bus Driver	10.40
Bus Mechanic	10.92
<u>Food Service Department</u>	
Manager	7.28
Cook/Line Server	6.24
Food Service Helper	5.98

2. Pay for Holiday Work

Employees required to work by the district on legal holidays, as defined as paid holidays on the employees' calendar, shall be paid their holiday hourly rate plus double their hourly rate of pay.

3. Mileage Allowance

Unit members who use their personal vehicles for district business shall be reimbursed at the prevailing IRS rate. No reimbursement shall be made by the district unless prior approval for use of the unit member's personal vehicle is obtained from his/her immediate supervisor.

4. Call In Pay

Unit members shall be paid a minimum of one and one half hours pay at their regular hourly rate, or at a rate of time and one-half if such period of work constitutes overtime, if called by the district to work at other than their regularly scheduled time.

5. Extra Pay for Bus Drivers

- A. Bus drivers called in for special driving assignments, such as field trips, sports, meetings, training, etc., shall be paid at a rate equal to the first step on the bus drivers' salary schedule.
- B. Trips involving an overnight stay will be paid at the driver's regular rate for actual driving time. State minimum wage will be paid per hour for layover time between the hours of 8:00 a.m. and 5:00 p.m. Lodging and meals will be paid as present practice.
- C. Sunday driving shall be paid at time and one-half the above rates.

7. Substitute

The district shall maintain a substitute list for all unit departments and shall provide substitutes for all absent unit members. If the substitute list for a particular assignment is exhausted for a particular department, upon notification to the unit president, teachers, parents, and other occasional drivers may be permitted to drive a vehicle or fill the particular assignment. Non-unit members may transport seven (7) or less students to non-competition events.

8. Asbestos Abatement Work

Asbestos abatement work performed by cleaners or maintenance man/assistant custodian will be paid at the building custodian entry rate.

SECTION VII - BUS DRIVER ASSIGNMENTS

1. Definitions

Regularly Assigned Drivers

Drivers who are eligible to drive regular driving assignments every school day. Assignments will normally be designated as "A.M. Routes," "Noon Routes," and "P.M. Routes" and will be based on the Wheatland-Chili School District student calendar showing days in session (at least 180 days per year). The assignment includes driving plus bus check-out, cleaning, checking oil, and gassing.

2. Guaranteed Hours (for separate assignments)

Two or more regular driving assignments: 3 ½ hours

One regular driving assignment: 1½ hours

Team bus and other special assignments: 1½ hours

3. Record of Time

Drivers will record their daily driving time by utilizing the time clock provided by the district. Each driver shall be assigned a starting time and their pay shall commence at that time provided that they have properly clocked in. In addition to the driving time, bus drivers will be paid fifteen (15) minutes in the P.M. for the purpose of checking out the bus, gassing, and cleaning. Each driver is responsible for these duties for any vehicle used by that driver.

NOTE: Starting time will be 15 minutes prior to scheduled departure time of bus.

4. Assignments

Regular driving assignments for the school year must be bid on by unit members no later than the 4th Wednesday of August. Each driver will have a maximum of 3 hours to choose a route. If the choice is not made in the required time frame, the driver's name will go to the end of the list. After drivers' request, assignments will be established by the district prior to the start of the school year based upon qualifications as well as seniority. If during the year an assignment becomes vacant because of retirement, resignation, etc., the basic driving assignment will be filled by the district for the balance of the school year.

5. Extra Driving Assignments

An extra driving assignment (EDA) shall be defined as a driving assignment, other than additional driving or a.m., p.m., noon runs, that includes but is not limited to sports trips, field trips, spectator buses, ski trips, and Wheatland recreation trips. All extra driving assignments shall be offered to the most senior driver in the unit and progress to the least senior member on a rotating basis provided the driver is available for the assignment and provided the assignment does not create any overtime situations. All requests for extra driving service shall be in writing and dated and time-stamped when received.

6. Noon Assignment

If during the year a noon assignment becomes vacant because of retirement, resignation, termination or leave of absence exceeding two weeks, the noon assignment will be filled based upon seniority provided the driver is available for the assignment.

7. Certified 19-A Examiner Pay

When a bus driver, during his/her regular route or outside the regular route, is utilized:

- A. as a certified examiner under Article 19-A of the Vehicle & Traffic Law to conduct examinations;
- B. as a School Bus Driver Instructor or;
- C. for other such business as assigned by the Director of Transportation,

the bus driver will receive his/her regular contract rate of pay plus an annual \$250 stipend for each of the above designations.

8. Operators License and Criminal Record Check Fees

- A. The District agrees to pay the difference between the cost of a bus driver's license and the cost of a normal operator's license.
- B. The District agrees to provide for the service and cover the cost associated with the criminal record checks (under Article #19-A of the NYS DMV) for all school bus drivers employed by the District.

SECTION VIII - SENIORITY

1. Definition

Seniority shall be established as beginning with the most recent date of hire within the district in a Bargaining Unit position. Seniority shall apply only in the department in which the employee is assigned (Maintenance, Transportation, and Cafeteria). In the event an employee is assigned to more than one department, his/her seniority shall accumulate in the department of his/her major assignment.

2. Filling Vacancies

- A. Qualifications and ability shall be primary considerations in the filling of vacancies and promoting unit members. All factors being equal, the most senior unit member within the department (maintenance, transportation, or cafeteria) where the opening exists, and who has applied for such opening shall be selected.
- B. All position openings shall be posted for five (5) work days prior to the time that the district takes action to fill the position. Unit members who apply will be given first consideration before the application of non-unit members are considered.
- C. Failure to post will disqualify any unit member or potential unit member who accepts appointment without the job being posted.
- D. If a driver leaves during the course of the school year, all of his/her extra driving will be bid on a seniority basis.
- E. Laid off bus drivers will be given first refusal on all substitute work. If the driver refuses three consecutive assignments, the driver shall lose the first refusal privilege.

3. Layoff

- A. Layoff or necessary reduction in work hours shall be by seniority within each department beginning with the least senior employee.
- B. Bumping
In the event of layoff, more senior employees may bump less senior employees within their department (maintenance, transportation, or cafeteria) subject to the following limitations:
 - a. No employee shall bump upward into a higher rated position.
 - b. No employee shall bump into a position they are not qualified and able to perform such as a Civil Service position for which the employee has not met all Civil Service requirements.
 - c. The employee shall first bump the least senior employee in the same job classification. If there is no one less senior, the employee may then bump the least senior person in the department in a job classification which the bumping employee can perform without training and subject to the limitation of paragraphs "a" and "b" above.
 - d. In the event of layoff, the district will make every effort to assist separated personnel in locating suitable employment.
 - e. The district will institute a recall procedure based on job classification and term of employment. Unit members caught in a layoff will be recalled in reverse of layoff.
 - f. Notwithstanding the fiscal limitations placed on the school district, the district will make every effort to appraise an individual of his or her pending layoff as far in advance as possible.
 - g. Compensation will be paid at the time of layoff for any unused current year vacation on a prorated daily basis using their current contract salary.

4. General

A. Temporary Transfers

The district may temporarily transfer a unit member for up to a maximum of 60 days unless extended by mutual agreement of the district and Association.

When an employee is assigned to a higher rate position for more than four hours during any given work day, that employee will be compensated for the full day at the entry rate for that higher rated position or given a 5% differential where the entry rate for the higher rate position is equal to or lower than the employee's current rate. When work duties are assigned outside the employee's major job classification for four hours or less during any given work day, the employee will receive his or her current hourly rate for that day. In addition, when an employee is assigned work duties outside the employee's major job classification regardless of the duration, that employee cannot be held responsible for the regular work duties normally accomplished during that period. This paragraph does not apply for those incidental assignments to work duties outside the employee's major job classification.

B. Probationary Period

The probationary period shall be a maximum of six (6) months and shall be specified at the time of initial employment. Probationary employees are not covered by Section IX. Probationary employees shall have no seniority rights.

- C. If a change or termination in an assignment shall become necessary, it shall not be made for arbitrary and capricious reasons.
- D. On a per case basis and where circumstances require it, these procedures may be waived by mutual agreement of the district and the Association.

SECTION IX - JOB SECURITY

No unit member shall be dismissed or disciplined without just cause. All classes of Civil Service employees may avail themselves of Section 75 of the Civil Service Law when any such employee is discharged for incompetency or misconduct. If a unit member files a grievance as set forth in Section XI, the unit member waives his or her rights under Section 75 of the Civil Service Law.

SECTION X - ASSOCIATION RIGHTS

Rights and Privileges of the Association and its Members

1. All building facilities shall be available for Association business as stated below:
 - A. At the beginning of the school year the president of the Association shall submit a list of regularly scheduled Association meetings for the school year. Such a list shall include dates, times, and places. If the facilities are available, they may be used by the Association for Association meetings at no cost.
 - B. In the event of emergency meetings, the President shall inform the superintendent concerning date, time, and place as soon as he/she is aware of the need. The superintendent will determine if the facilities are available.
 - C. The Association shall be responsible for the facilities the same as any other user organization.

2. Release Time for Official Hearings and Investigations

Members of the Association who are required to appear as witnesses and petitioners for officially called hearings and investigations pertaining to negotiations, grievance processing, and/or any official business arising under the Taylor Law shall be permitted release time with full compensation.

3. Board Minutes

Minutes of the Board of Education meetings shall be distributed to the Association president as soon as prepared, typed, and approved by the Board of Education.

4. The President or his designee shall have the right to meet with the superintendent for the purposes of discussing district policies and other matters of mutual concern and their effect on unit members.
5. Unit members who are scheduled to work during times when an Association meeting has been scheduled may attend only with the prior approval of their immediate supervisor or the district's business manager.
6. The Association shall receive a list containing the annual salary provided to each member of the bargaining unit.

SECTION XI - GRIEVANCE PROCEDURE

1. Definitions

- A. Grievance shall mean any claimed violation, misinterpretation, or inequitable application of the specific provisions of the Agreement.
- B. Immediate supervisor shall mean supervisor of the Transportation, Maintenance, Custodial Services and for Cafeteria employees, it shall be the Director of Food Service. In the event the district changes the administrative organization, the district and the Association shall meet to identify the immediate supervisor for each classification of employee for the purpose of filing grievances.
- C. Chief School Office is the Superintendent.
- D. Aggrieved party shall mean the Association and/or any person or group of persons in the bargaining unit filing a grievance.
- E. Party in interest shall mean any person named in a written grievance who is not the aggrieved party.
- F. Days as used herein refer to days the District Office is open.

2. Procedures

- A. Except at the informal stage, all grievances shall be rendered in writing and shall include the name and position of the aggrieved party, the identity of the provision of the Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance occurred and the redress sought. The grievance shall be signed by the aggrieved party.
- B. Except of the informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure.

- C. Nothing contained herein will be construed as limiting the right of any Aggrieved Party to discuss the matter informally with an appropriate member of the administration and having the grievance informally adjusted, provided that the adjustment is not in violation of the terms of the Agreement.
- D. If the grievance affects a group of three or more employees or is system-wide, or is resulting from action taken by the Superintendent or by the Board of Education, it may be submitted by the Association directly at Stage 2 described below.
- E. Grievance hearings shall be conducted at a time mutually convenient to the parties.
- F. For the purposes of grievance hearings and arbitration hearings, the Association agrees to make reasonable efforts to have unit members cover for any employee absent for purposes of attending such hearing. Such coverage shall be voluntary and at no cost to the district.
- G. The district and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records, other than confidential placement folders, concerning the alleged grievance.
- H. Use of these procedures shall not be for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

3. Time Limits

- A. Any grievance will be deemed waived unless such grievance is presented to the first available stage within 30 days after the employee knew or should have known of the act or condition on which the grievance is based.
- B. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred. If the district fails to respond to any grievance within the time limits specified herein, the grievance shall automatically go to the next level. The time limits specified for either party may be extended only by mutual agreement.

4. Stage 1

- A. An employee having a grievance will discuss it with the employee's immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor, after investigating the facts related to the grievance, shall render his/her decision orally no later than the tenth day following the day the grievance was orally submitted to him/her. If the employee submits the grievance through a representative, the employee must be present during any discussion of the grievance.
- B. If the grievance is not resolved informally, such grievance shall, within ten(10) days from the date of the supervisor's oral decision (in Paragraph "A" above), be reduced to writing and submitted to the superintendent. Such written grievance shall be on a form provided by the Association and shall give all information described in "2" - Paragraph "A" above.

5. Stage 2

- A. Within ten(10) days from date the written grievance was received, the superintendent shall have a hearing with the Aggrieved Party and a representative, if any.

- B. No later than the end of the tenth day following the day of the hearing, the superintendent will render his decision thereon, in writing, and present it, in duplicate, to the Aggrieved Party.

6. Stage 3

- A. If the Association is dissatisfied with the decision at Stage 2 and believes the grievance to be meritorious, the grievance may, within ten(10) days of the date the aggrieved party received the Stage 2 decision, be submitted to Arbitration. Notice of intent to arbitrate must be in writing and sent to the superintendent.
- B. The Association shall request the American Arbitration Association to furnish it, and the superintendent, with identical lists of persons eligible to serve as arbitrator. Such request must be made within ten(10) days of the date notice of intent to arbitrate was sent to the Chief School Officer.
- C. The selection of an arbitrator and the conduct of the arbitration proceedings shall be in accord with the rules established by the AAA.
- D. The decision of the arbitrator shall be final and binding upon all parties.
- E. Submission of any grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
- F. The costs for the services of the arbitrator, including expenses, if any, shall be shared equally by the district and the Association.
- G. Employees involved in arbitration hearings held during the regular work day shall be released with full pay.
- H. The cost or fees of any person(s), whether employees of the district or not, called as witnesses or used to represent any party shall be borne by the party calling or employing such person.
- I. The arbitrator shall have no authority to add to, to subtract from, or in any manner, alter the specific terms and provisions of this contract, or to make any award requiring the commission of an act prohibited by law or violation of the terms and provisions of the contract. The arbitrator is authorized to decide only the issues submitted to him.
- J. The arbitration award shall be delivered to both parties within 30 days of the date the record was closed.

SECTION XII - MISCELLANEOUS

1. Job Descriptions

Job descriptions will accurately describe the work responsibilities of each job contained in this bargaining unit. In cases where new jobs are created, the district agrees to negotiate with the Association in regards to the salary to be attached to that job. A copy of the employee's job description is available to the employee from his immediate supervisor upon request. A set of existing job descriptions shall be provided to the Association upon request.

2. Emergency Closings

Custodial and cleaner staff reporting for work on days when schools have been closed due to inclement weather shall be paid for a full day.

Guaranteed Hours: Employees will be notified no later than 6:00 a.m. on the morning school will be closed because of emergency conditions. Notifications will be given by radio (WHAM) and/or telephone.

Employees who are not notified in advance not to report for work and who do report for work at their regular reporting time and for whom there is no work shall be paid as follows: Full-time and school-year employees shall receive full salary.

Bus drivers and cafeteria workers are guaranteed paid work per year equal to the number of student calendar days scheduled on the Wheatland-Chili School District's calendar for that school year.

Should the facility be closed in total after the regular workday of the employee has started, the employee will receive his hourly rate for his scheduled hours for that day.

No unit member shall be required to traverse roads that are officially closed in order to report to work.

3. Split Shift

Excluding bus drivers, an employee shall not be required to work a split shift unless mutually agreed to by the employee and the employer.

4. Overtime

All overtime shall be offered to the most senior unit member in that job classification and progress to the least senior member on a rotating basis to the extent possible.

5. Adjustment of Schedule

If a driver's regular assignment results in the driver accumulating more than 40 hours per week for more than one pay period, the district will have the right to adjust the schedule.

6. Cafeteria Employees

Cafeteria employees shall be given a thirty(30) minute lunch break as designated by the Cafeteria Manager. Employees shall be expected to return to assignments promptly at the designated time. Employees shall not be replaced by beginning employees at lower rates for the purpose of reducing labor costs.

7. Uniform Maintenance

Each July 1, the district shall issue a memo to all food service and maintenance workers setting forth the policy regarding the purchase and maintenance of uniforms and work shoes.

The district shall provide and maintain five(5) sets of uniforms every week for all maintenance and food service employees and mechanics. These employees are expected to wear these uniforms daily. The district shall provide one pair of shoes every year for food service employees, bus mechanics, building custodian, assistant custodians, and groundskeeper.

8. Personnel Files

Unit members and Association representatives of their choice who accompany them, upon request by appointment scheduled within one working day, shall be given access to all personnel files maintained by the district that pertain to their employment and shall have the right to copy all materials contained in those files. Such review shall not include reference information supplied by previous employers or other sources.

If material critical to a unit member's conduct, performance, character, or personality is to be placed in his personnel file, the unit members shall be given reasonable notice prior to its placement in the file and an opportunity to review and sign the material and submit a written rebuttal which shall be attached to the material and included in the file.

Unit members shall have the right to attach a response or clarification to any material placed in their personnel file.

9. Copy of Agreement

All unit members will receive a copy of the Agreement from the district as soon as possible.

10. Temporary Work

- A. a. Temporary unit work shall be defined as unit work assignments that have a definite beginning and ending date that shall not exceed three(3) months. Temporary unit work assignments shall not constitute a waiver of the recognized exclusivity of work.
- b. Substitute unit work assignments shall be defined as a unit work assignment that requires a person to replace a unit member or a student helper who is absent from work.
- B. Summer temporary unit work assignments shall be posted no later than June 1.
- C. Unit members shall be appointed to temporary unit work summer assignments on a unit seniority basis, following the assignment of the first two student helpers.
- D. As per current practice during the school year, the district will consider, where convenient, assigning unit members to temporary unit work.
- E. If a unit member applicant for a temporary summer unit work assignment is not qualified he/she may be denied employment.
- F. Whenever possible, summer substitute work shall be assigned to unit members. The district shall maintain a substitute list.
- G. All temporary unit work and substitute unit work assignments shall be compensated at the first step of the appropriate salary schedule.
- H. For the summer and school year, the district shall make available to the Federation, upon request, a listing of all temporary unit work assignments and who was assigned and a listing of all substitute work assignments and who was assigned.
- I. If substitutes are not available for inside building work, said work shall be offered as overtime to unit members on a volunteer basis.

11. Scheduled Lunch

All unit members will be scheduled a thirty(30) minute unpaid lunch.

12. Cellular Phones

The district will provide up to four (4) cellular phones for bus drivers who have trips outside the district after the school day. When more than one bus is going on the same trip together outside the district after the school day, one phone will be provided to the most senior driver.

13. Fingerprinting

The District shall pay the cost of the state and federal requirements relating to fingerprinting for unit members upon completion of a successful probationary period.

14. Winter Wear

The District shall provide a \$100 allowance per year for the purchase of winter wear for all mechanic and custodial employees whose job duties require working outdoors in inclement weather.

15. Hand Tools

Full-time mechanics shall be given a \$300 hand tool allowance per year and building custodians shall be given a \$150 hand tool allowance for maintenance of their tools. The District will replace hand tools owned by full-time mechanics given the following conditions:

- A. The hand tools are on inventory with the District.
- B. The hand tools are required to perform job duties for the District.
- C. Hand tools stolen or lost will be replaced only if the mechanic has not been negligent and has taken all precautions as prescribed by the Director of Transportation.

SECTION XIII – SAFETY AND HEALTH

With any mandated committee, the District agrees to recognize the role of the union in selection of unit representation.

ARTICLE XIV - IN-SERVICE EDUCATION

- A. The District will provide one full-day staff development workshop for all unit employees to coincide with the Spring teacher workshop. The program will be prepared by a committee representing unit employees and the Superintendent's office. All unit members shall be paid his/her regular rate of pay for each hour of attendance.
- B. Unit members who are required by the District to attend work related and/or job skill improvement programs shall receive his/her regular hourly rate of pay and be reimbursed for all expenses. The requirement of an employee to attend such a program shall be in writing from the Superintendent of Schools.
- C. Subject to the approval of the Superintendent of Schools, unit employees may audit District operated Continuing Adult Education Courses at no charge, as long as the courses are job related.

- D. A unit member is eligible for reimbursement of courses with the following conditions:
- a. 1 years continuous full time service with the district
 - b. 45 day prior written approval
 - c. achieve grade of "C" or better in the course
 - d. reimbursement of up to 100% of the current Monroe Community College tuition rate up to 3 credit hours per school year. Total amount of money provided for this is \$1,000.
 - e. district determines whether course or program is job related
- E. Unit members who attend job related in-service courses will be compensated at their regular hourly rate if approved by their supervisor.

SECTION XV - SAVINGS CLAUSE

If any article or part thereof of the Agreement or any addition thereto should be decided as violation of any federal, State, or local law, or if adherence to or enforcement of an article or part thereof should be restrained by a court of law, the remaining articles of the Agreement of any addition thereto shall not be affected.


SECTION XVI - DURATION AND LEGISLATIVE APPROVAL

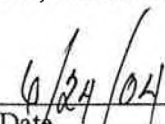
This Agreement shall be effective as of July 1, 2004, unless otherwise provided herein, and shall continue in full effect through midnight June 30, 2007, and each year thereafter unless amended by the parties.

In the event either party wishes to amend this Agreement, written notice to the other party shall be given not later than the May 15th immediately preceding termination of the Agreement. Amendments resulting from such negotiation shall be effective the following July 1 or at such time as may be mutually agreeable to the parties.

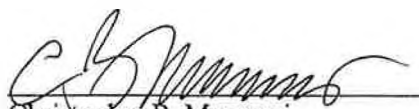
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

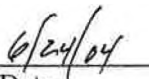
Wheatland-Chili Federation of Teachers, Bus Driver, Custodian, Cafeteria Workers Unit


Tim Sands


Date

Wheatland-Chili Central School District


Christopher B. Manaseri
Superintendent


Date

